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D209109147

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Suzanne Henderson

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**THIRD AMENDMENT OF
OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

This Third Amendment of Oil, Gas and Mineral Lease ("Third Amendment") is entered into by and between Luminant Mineral Development Company, LLC, as successor in interest to TXU Mineral Development Company, L.P., a Texas limited partnership ("TXU" or "Lessor"), whose address is 500 N. Akard, LP-10, Dallas, Texas, 75201 and XTO Energy Inc., a Delaware Corporation ("XTO" or "Lessee"), whose address is 810 Houston Street, Fort Worth, Texas 76102.

WHEREAS, TXU, as Lessor, and XTO, as Lessee, entered into that certain Oil, Gas and Mineral Lease dated October 10, 2006, recorded as Document Number D206325449 in the Official Public Records of Tarrant County, Texas (the "Lease"), as amended by an Amendment of Oil, Gas and Mineral Lease dated April 6, 2007, recorded as Document Number D207141333 in the Official Public Records of Tarrant County, Texas (the "First Amendment"), and as amended by an Amendment of Oil, Gas and Mineral Lease dated July 3, 2008, recorded as Document Number D208265538 in the Official Public Records of Tarrant County, Texas (the "Second Amendment"), covering lands in Tarrant County, Texas, as more fully described in the Lease ("Land");

WHEREAS, since the execution and delivery of the Lease, it has been discovered that the legal description for a certain tract of land included in the Lease is inaccurate and a tract of land was inadvertently omitted; and

WHEREAS, Lessor and Lessee wish to amend the legal description of a certain tract of land comprising a portion of the Land to correct inaccuracies and include an additional tract of land as set forth herein.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Lessor and Lessee do hereby agree to amend the Lease as follows:

1. The legal description for Tract 22 in Shelby County School Land Survey, Abstract 1375, Tarrant County, Texas contained in Exhibit A attached to the Lease is hereby deleted in its entirety and replaced with the following:

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"Tract 22: 2.55 acres, more or less, described as First Tract and Second Tract in a Warranty Deed dated 7/10/1944, from Oscar L. Gosney, et ux, et al to Texas Electric Service Company, and recorded at Volume 1651, Page 251 of the Deed Records of Tarrant County, Texas."

2. The following tract of land is hereby added to Exhibit A attached to the Lease, after Tract 23 under the Shelby County School Land Survey, Abstract 1375, Tarrant County, Texas heading, and is hereby covered by the Lease:

"Tract 24: 1.23 acres, more or less, described in a Warranty Deed dated June 29, 1944, from H.R. Gosney, to Texas Electric Service Company, and recorded at Volume 1651, Page 250, of the Deed Records of Tarrant County, Texas."

Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and does further grant, let, lease and demise unto Lessee, its successors and assigns, all of the land described in the Lease and herein, together with all rights thereunder, subject to the same terms and provisions of the Lease.

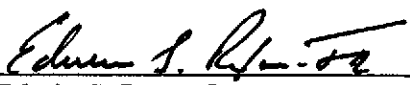
_____ This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns. Except as amended in the First Amendment, Second Amendment, and herein, the Lease is and remains unchanged and in full force and effect as original written.

EXECUTED this 30th day of March, 2009

LESSOR:
LUMINANT MINERAL DEVELOPMENT COMPANY, LLC

By: 
Brett Wiggs, Authorized Representative

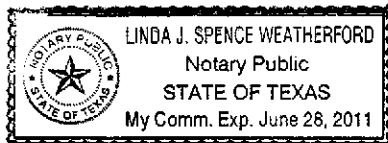
LESSEE:
XTO Energy Inc.

By:  v0
Edwin S. Ryan, Jr.
Sr. Vice President-Land Administration

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of March, 2009, by Brett Wiggs, Authorized Representative of Luminant Mineral Development Company, LLC, a Texas Limited Liability Company, on behalf of said Company and in the capacity herein stated.



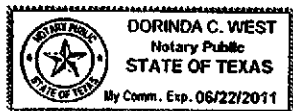
Linda Spence Weatherford
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 14th day of April, 2009, by Edwin S. Ryan, Jr., the Sr. Vice President-Land Administration of XTO Energy Inc., a Delaware Corporation, on behalf of said corporation.

MY COMMISSION EXPIRES:

06-22-2011



Dorinda C. West
Notary Public